

This Memorandum of Understanding (this "MOU") is made and executed on this \_\_\_\_\_, day of \_\_\_\_\_, 2021, at \_\_\_\_\_

By and Between:

1. Centre for Development of Advanced Computing (**C-DAC**) a Scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under Societies Registration Act, 1860, having its registered office at Pune University Campus, Pune, 411 007 and concerned centre address as Gulmohar Cross Road No. 9, Juhu, Mumbai 400049, India (hereinafter referred to as "**C-DAC or e-Pramaan**", which term or expression unless excluded by or repugnant to the subject or context, shall mean and include his successors-in office and assigns), OF THE FIRST PART.

**AND**

2. \_\_\_\_\_  
\_\_\_\_\_ h  
aving its registered office at \_\_\_\_\_ (hereinafter referred to as "Service Provider, i.e. Department", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), OF THE SECOND PART.

**WHEREAS:**

- A. "e-Pramaan" is an electronic authentication service to authenticate users for e-Pramaan integrated services in a safe and secured manner for accessing services through desktop and mobile platforms.
- B. Service Providers (SPs) - Government departments (Central and State), PSUs and private organizations offering online services and would like to avail authentication services offered by e-Pramaan are referred as SPs.
- C. End User / e-Pramaan Users – End-users are users who are interested in availing services offered by SPs through e-Pramaan.
- D. C-DAC has been entitled as an implementation agency for the e-Pramaan by the MeitY and the e-Pramaan framework is compliant with the standards and specifications of e-Pramaan, as already published by the MeitY.

C-DAC was set up to emerge as a premier R&D institution for the design, development and deployment of electronic and ICT technologies and applications for socio economic advancement with the mission of expanding the frontiers of Information and Communication Technologies, evolving technology solutions, architectures, systems and standards for nationally important problems, achieving rapid and effective spread of knowledge by overcoming language barriers through application of technologies, sharing experience and know-how to help build advanced competence in the field of Information Technology, bringing benefits of Information Technology to society, and utilizing the Intellectual Property generated by converting it to business opportunities.

C-DAC has been engaged in multiple areas of ICT, more specifically in the areas of High Performance Computing, Cloud and Grid Computing and their applications; Multi-lingual computing and its applications; Professional Electronics and its applications; Software Technologies including turnkey solutions related to Governance, Processes, Societal Applications, Telecom, Finance, Power, Health etc.; Cyber Security including data security and cyber forensics, and in Education and Training pertaining to high end computing.

Whereas <Writeup about Second Party including its technical expertise, if any>

Now therefore both the Parties hereto agree to enter into the Memorandum of Understanding on the following terms and conditions.

## **1. Purpose/Scope:**

This MOU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto in following terms and conditions.

### **Objective:**

e-Pramaan is a national e-Authentication framework implemented by C-DAC Mumbai for Ministry of Electronics and Information Technology (MeitY), Government of India. It is a comprehensive framework to authenticate users of various government services in a safe and secured manner for accessing services through both desktop and mobile platforms.

e-Pramaan will not only act as a secured channel to access various services, but will also provide various value added services including Single Sign On (SSO), Authentication chaining and transaction auditing for existing as well as for new users of various government services.

**Scope:**

Service Provider (SP) can avail e-Pramaan Services for authenticating their users. C-DAC shall, upon receipt of an authentication request from an SP, carry out a verification to ensure the compliance and completeness of Communication Data Packet. e-Pramaan shall, depending on the agreement entered into by it with the SP, shall either forward transaction details to the SP or close transaction from their end. e-Pramaan shall send the relevant data to the SP, even if authentication fails, thereby giving the SP the option to decide whether they still would like to process the business transaction. The Communication Data Packet prepared by the e-Pramaan for transmission to the SP service shall include elements based on predefined protocol (data elements and their order, etc.), prescribed by e-Pramaan from time to time.

**e-Pramaan Authentication Services – Operation Matrix and Conditions of C-DAC**

1. e-Pramaan authentication services shall be using NIC Cloud Infrastructure.
2. The delivery of the OTP to the Aadhaar number holder/e-Pramaan user depends on SMS/Email delivery channel that is not in the control of C-DAC as these services are provided by external service providers. OTP validity is specified within the message to make it easier.
3. e-Pramaan uses UIDAI services for finger print, IRIS biometric authentication and will be dependent on UIDAI for its functionality. e-Pramaan registers users using different third party services for Identity Documents and the availability of the service will be dependent on the services provided by these parties. The data sharing of such services will adhere to the policies of these parties.

**2. ROLES AND RESPONSIBILITIES OF e-Pramaan AUTHENTICATION SERVICE (C-DAC)**

- 2.1. e-Pramaan Authentication service shall perform basic compliance and completeness checks on the communication data packet before processing it.
- 2.2. C-DAC shall be responsible for maintaining the service.
- 2.3. C-DAC, shall maintain logs of all authentication/verification transactions processed by it, capturing the complete details of the authentication/verification transaction. e-Pramaan understands and agrees that the logs maintained by it shall be shared with SP on request, and that the storage of the logs maintained by it shall comply

with all the relevant laws, rules and regulations, including, but not limited to, the Information Technology Act, 2000 and the Evidence Act, 1872.

- 2.4. It is mutually agreed between the Parties that in case of any investigations around authentication related fraud(s) or dispute (s), C-DAC shall extend full cooperation to SP, or any agency appointed/authorized by it and/or any other authorized investigation agency, including, but not limited to, providing access to their premises, records, personnel and any other relevant resource / information, etc.
- 2.5. The success or failure of the transaction shall be communicated to SP on real time basis.
- 2.6. Both C-DAC and SP shall ensure that all relevant laws and regulations are adhered to in relation to data storage and data protection in their systems, and that of their agents (if applicable) as communicated by e-Pramaan from time to time.
- 2.7. C-DAC shall provide required support to SP for any technical issues faced while integrating with e-Pramaan and thereafter.

### **3. ROLES AND RESPONSIBILITIES OF Service Provider (SP)**

- 3.1 It is hereby clearly understood by the Parties that C-DAC shall have no responsibility or liability in relation to failures that may take place during the Aadhaar or any other third party application based verification process, including but not limited to, failures as a result of false accept, false reject, network or connectivity failure, possible down time at third party services etc.
- 3.1 SP shall take responsibility on behalf of their personnel (or personnel of their agents) for the standards to be maintained regarding security, infrastructure, processes, devices and other aspects as specified by e-Pramaan from time to time.

### **4. JOINT RESPONSIBILITIES OF C-DAC AND SP**

- 4.1 Identify areas and activities for joint collaborative works.
- 4.2 Nominate Coordinators as nodal contacts to represent the parties and promote interface so as to plan, implement, monitor and review the schedules of various activities from time-to-time.

- 4.3 Draw the attention of the top management in case of any interface or operational problems.
- 4.4 Ensure the safety of the personnel and material whenever placed at either end by the other party
- 4.5 Not use/sell/license/rent technologies/resources/material/solutions of either party to/for any third party without prior written mutual consent of the other party.
- 4.6 Both Parties assure and acknowledge that, it has right/authority to enter into this MOU.
- 4.7 All attempts will be made to ensure that developments and projects are accomplished to a very high degree of quality, with parsimony of time. Both parties shall especially ensure that each party shall complete its tasks correctly in time where work of other party is dependent upon timely and correct completion of its work.

## 5. FINANCIAL ASPECTS

e-Pramaan services are **chargeable** based on the authentication factor and number of transactions carried out by the Service Provider.

## 6. COMMUNICATION

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned, and E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents.

Nodal contacts are:

**Contacting Person for <Second Party>:**

<Name, Designation and Contact Address of Contact Person for Second Party>

**Contacting Person for C-DAC:**

Ms. Rekha Nair  
Joint Director,  
C-DAC, Gulmohar Cross Road No.9,

## **7. CONFIDENTIALITY AND NON DISCLOSURE**

Any software/hardware material, product specifications, designs, financial information, documents, training material, courseware, syllabus, schedule etc shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it. The material shall be treated as confidential for a minimum period of two years after this MOU comes to an end or as agreed from time to time in writing.

In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential Information only to the extent that is legally required of it and no further.

## **8. INTELLECTUAL PROPERTY RIGHTS**

Any and All intellectual property created solely in relation to or arising out of this MoU, by C-DAC during the validity of MOU, or prior to the MOU, or after the termination of MOU shall be under the sole and exclusive ownership of C-DAC/DeitY. Ownership of any and all intellectual property created / developed through collaborations under this MOU will be determined between the Parties through mutual consultation and recorded in writing as an addendum/amendment/agreement separately on a case- to -case basis prior to starting of work.

## **9. EFFECTIVE DATE AND VALIDITY**

- a) This agreement comes into effect from the date of its signing and will remain in force for **1 year**.
- b) Its validity can be extended or terminated earlier by mutual agreement in writing between both the Parties.
- c) This MOU may be terminated by either party by giving 30 days prior notice in writing to other party through Registered A D /speed Post AD.

## **10. DISPUTE RESOLUTION AND ARBITRATION**

In case any dispute/claim arises between the Parties with respect to the MOU, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MOU by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator appointed mutually by C-DAC and SP. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be **Mumbai**. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in **Mumbai** only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and Conciliation Act.

#### **11. GOVERNING LAW**

This MOU shall be governed by and interpreted in accordance with the laws of India.

#### **12. FORCE MAJEURE**

Neither party to this MOU shall be liable to the other party for any delay or failure on its part in performing any of its obligations under this MOU resulting from any cause beyond its reasonable control, including but not limiting to strikes, riots, civil commotion, or other concerted actions of Workmen, material shortages, fire, floods, earthquakes, expositions, acts of God, acts of state, war, enemy action or terrorist action.

#### **13. NOTICES**

Any notices to be given hereunder except for termination, shall be given by either party to the other may be effected either by personal delivery in writing or by fax with a second copy sent by airmail, registered or certified, postage prepaid with return receipt requested, or by recognized international courier service. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally

will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of four (4) days after mailing.

#### **14. INDEMNIFICATION**

Either party shall keep other party, its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable fees of attorneys) arising out of any claim, suit, action or proceeding (each, an "Action"), for any act(s) and omissions of such party under any proposal(s) to Prospective client(s) or any resulting contract(s), or any infringement of existing laws, rules and regulations there from or any incidental matter or in any way arising there from.

#### **15. ASSIGNMENT AND TRANSFER**

Any and all rights, duties and obligations of the parties under this MOU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

#### **16. NON WAIVER**

The failure or neglect by either of the Parties to enforce any of the terms of this MOU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

#### **17. SEVERABILITY**

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU that shall continue in full force and effect except for any such invalid and unenforceable provision.

#### **18. LIMITATION OF LIABILITY**

In no event will C-DAC or SP be liable to the other party for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MOU, regardless of the cause of action, even if the party has been advised of the likelihood of damages.

#### **19. MODIFICATION**

No modification to this MOU will be effective unless agreed to in writing by both Parties and duly signed by the authorized signatories of the Parties.



**20. NO PARTNERSHIP**

Nothing in this MOU shall be deemed to either constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

**21. HEADINGS**

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.

**22. ENTIRE MOU**

This MOU, sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

**In witness whereof the parties hereto have signed this MOU on the day, month and year mentioned herein before.**

**SIGNED AND DELIVERED FOR AND ON BEHALF OF C-DAC**

Organization	C-DAC
Designation	Executive Director
Address	C-DAC Mumbai, Gulmohar Cross Road No. 9, Juhu, Mumbai – 400049
Signature with Stamp	

**SIGNED AND DELIVERED FOR AND ON BEHALF OF**

Organization (SP)	
Name of Person	
Designation	
Address	
Signature with Stamp	

**WITNESSES 1:**

Name	
Designation	
Organization	
Signature	

**WITNESSES 2:**

Name	
Designation	
Organization	
Signature	

## Annexure A

### Commercials for e-Pramaan Service:

Authentication Type	Per Transaction Charges (Rs)
Password	0.20
One Time Password (OTP) #	0.20 + SMS charges *
Digital Signature #	2.00
Fingerprint Biometric #	1.00 + Aadhaar services charges **

# Maybe taken as independent services (Annual Registration/Renewal Charges of Rs. 10,000)

\* Cost per SMS Transaction: TRAI exempted (2.51 paisa/SMS); TRAI non-exempted (8.01 paisa/ SMS)

\*\* Cost per Aadhaar Transaction: Rs.1.00

### Commercials for OTP Component

One Time Cost(Non-Refundable) (Rs)	Annual Operation & Maintenance Charges (Rs)
2 Lakhs	1 lakhs

### Commercials for e-Pramaan Product

One Time Cost(Non-Refundable) (Rs)	Annual Operation & Maintenance Charges (Rs)
70 Lakhs	15 Lakhs

Note:

- Registration charges are non-refundable and non-adjustable. Registration charges are payable annually at the time of signing/renewal of the MOU.
- Taxes as applicable will be charged extra on all the charges mentioned above.
- The invoice will be raised at the end of every month.
- The services can be terminated by C-DAC in the case of failure to make the payments.
- C-DAC can revise rates as well as payment terms mentioned above with prior intimation of 30 days.